

**THE TERRACES CONDOMINIUM ASSOCIATION, INC.
OF NAPLES**

**AMENDED
RULES AND REGULATIONS**

Revised: February 2025



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PREAMBLE

The Board of Directors has established Rules and Regulations (“Rules”) to provide for the health and safety of The Terraces’ residents and the preservation of the physical facilities. The Rules are intended to promote the Owners’ right to the quiet of their homes. Inevitably, the application of the Rules involves compromises between individual rights and the collective good of The Terraces’ community.

In large part, the Rules are founded on the Condominium Documents – particularly the Declaration of Condominium. The Florida Condominium Act and various Naples’ ordinances are also reflected in the Rules. You should read and familiarize yourself with the Association’s governing documents.

In addition, although The Terraces provides periodic cleaning and sanitization of the common areas, The Terraces is unable to guarantee a germ-free environment. Owners, guests, and tenants who utilize the amenities, guest suites or other common areas assume a risk that contagion may exist in these areas.

We thank you for your cooperation.

Sincerely,

The Terraces’ Board of Directors

SECTION 1. DEFINITIONS

- 1.1 Adult.** Any person 18 years of age or older.
- 1.2 Resident.** An owner, lessee, and family member occupant.
- 1.3 Occupant.** A person who stays at least one night in a unit or a guest suite.
- 1.4 Guest.** Any non-paying, non-family member, who at owner's or lessee's invitation is occupying any portion of a unit or a guest suite on a temporary basis.
- 1.5 Family.** The children, grandchildren, parents and siblings of the owners or lessees and their immediate families (sons-in-law, daughters-in-law, etc.)
- 1.6 Visitor.** Any invited person not a member of owner or lessee's Family, who is visiting a unit for social reasons, but is not an occupant.
- 1.7. Live-in Staff.** Any person(s) approved by the Board to occupy a unit as part of their hire by the owner/lessee or any other person or entity.
- 1.8 Owner.**
- A. The title holders and their spouses when title is held by natural persons; and,
 - B. The "primary occupant" as defined in Section 4.15 of the Declaration of Condominium and that person's spouse when title is held in trust, by a corporation or by another entity.

SECTION 2. UNIT OCCUPANCY BY FAMILY AND GUESTS

Owners are responsible to ensure their visitors, guests and all other occupants of their unit are familiar with and abide by these Rules.

2.1 Occupancy by Guests.

- A. Owner or Owner's family in residence. There are no restrictions on guest occupancy other than the requirement for an adult presence.
- B. Owner and owner's family not in residence. Guests (non-family members) consisting of no more than one (1) family per stay may occupy a unit for a limited time and on a limited number of occasions consistent with the Association's policy inhibiting transiency and maintaining a stable environment.
- C. Lessee not in residence. In the absence of a lessee, the lessee's family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests. No more than two (2) guests are permitted, and each must be at least eighteen (18) years of age. For further restrictions and the need for adult supervision of minors, see Sections 12, 13.3 and 13.4 of the Declaration of Condominium.

- D. Neither Lessee nor Lessees Family in Residence. If a lessee and lessee's family are not in residence, no other person (including the unit owner) may occupy the leased unit.

2.2 Occupancy by Family. In the owner's absence, there are no restrictions on occupancy by the owner's family other than the required presence of an adult.

2.3 Occupancy by Live-in Staff.

- A. Occupancy by Live-in Staff. Live-in Staff are not guests and are permitted only with the Board approval. An owner or lessee shall notify the Manager of their intent to hire a live-in staff in writing at least fifteen (15) days prior to the first day of occupancy. The Board of Directors may require the Manager to run a background check on the individual(s). The expenses incurred by the Association for such background checks will be billed to the Owner or Lessee.
- B. Owner or Lessee may not have more than two live-in staff members in the unit at one time.
- C. Live-in staff members do not have the right to use the association amenities: gym, social room, sundeck, pool, and spa unless assisting Owner / Lessee.

SECTION 3. LEASE OF UNITS

3.1 General Provisions. See Section 13 of the Declaration of Condominium.

3.2 Applications. All leases require approval of the Board of Directors. Application form, completed by lessee(s), along with a copy of the executed lease agreement, executed Terraces addendum to lease, and an application fee of \$150 must be submitted to General Manager for the review and approval by the Board. All leases of Units must be in writing. For full conditions refer to Section 13 of the Declaration.

3.3 Term Limits. No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term of three (3) consecutive months. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. The Board may approve the same lease from year-to-year. No subleasing or assignment of lease rights by the lessee is allowed.

3.4 Pets. No pets are permitted in leased units.

3.5 Restrictions on Use of Leased Unit by Owner. While a unit is under lease, the owner is prohibited from the use of the assigned parking space and all common area usage.

3.6 Responsibility. Owners are responsible for any damage caused by or expenses incurred by lessees, their family, and guests. Owners are responsible for providing lessees with a copy of the Rules.

SECTION 4. SALES AND OTHER TRANSFERS OF UNITS

4.1 Transfer of Ownership of Units. Procedures and rules relating to the sale or other conveyance of units are set forth in Section 14 of the Declaration of Condominium.

4.2 Open Houses and Unit Showings.

- A. Open houses may be held from 12:00pm to 5:00pm on Saturdays and Sundays. An “Open House” sign provided by the Association may be displayed on the Terraces’ property contemporaneous with open houses. No “Open House” signs may be placed in the indoor common areas. Unit entry doors may not be left open during an Open House event.
- B. No unit showings are permitted after 5:00pm on any day, unless with approval of Manager.
- C. For unit showings not related to open house viewings, the owner or owner’s realtor must escort each potential buyer or lessee from the front desk to the unit and from the unit to the front desk.

SECTION 5. REGISTRATION

5.1 Owners, Lessees and Families. Other than for short-term absences, owners, lessees, and family members are to sign in with the front desk attendant upon returning to the Terraces. On departure for extended absences, over three (3) days, the front desk should be informed.

5.2 Guests. All guests should register at the front desk upon their arrival. On departure, they are to sign out with the front desk attendant.

5.3 Visitors. Visitors are required to sign-in/sign-out with the front desk attendant. Before access is allowed to the residential floors, the attendant will contact the owner, lessee, or family member in residence.

5.4 Others. Contractors, tradespeople, brokers, housekeepers, service providers, caretakers and all other non-residents or non-social visitors must sign in at the front desk and sign out each time they enter or leave the Terraces.

5.5 Notification of Manager – Family or Guest Occupancy. When an unoccupied unit is to be used by guests or family members, the owner, at least ten (10) days prior to the arrival on the occupants, shall notify the Manager of the anticipated occupancy, the names of the persons authorized to occupy the unit and dates of arrival and departure.

5.6 Pets. All pets arriving to the building must be registered at the Front Desk upon arrival. Within 24 hours of the arrival the pet owners must submit a Pet Registration Form available at the Front Desk or register the pet through the Association’s website’s Pet Registry located under Resident Report menu tab. Registration prior to arrival is encouraged.

SECTION 6. PACKAGE DELIVERIES

6.1 All packages, groceries or take out deliveries for residents arriving to the front desk must be picked up promptly, within twenty-four (24) hours of notification by the front desk. The Terraces does not provide delivery services to units.

6.2. Owners not in residence may not send packages to their Terraces address unless they arrange for a prompt pickup by their home watch, friends, or similar.

SECTION 7. GUEST SUITES

7.1 Usage Limitations. The guest suites may be used by guests and family members of owners and lessees only when the owners or lessees are in residence.

7.2 Rental Procedure. Guest suites are rented on a first request basis by contacting the Manager.

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A. **Bookings for November 15th through April 15th or the Tuesday after Easter, whichever is later.** Payment in full is required within seven (7) days of booking and is **non-refundable**. If payment is not received within fourteen (14) days of booking, reservation will be cancelled. Payment for cancelled bookings will be refunded, provided the unit is rebooked. Once the deposit has been received for the new booking, a refund will be issued for the number of days rebooked for that unit.

B. **Bookings for dates other than the above.** A twenty (20%) percent deposit is required within seven (7) days of booking. If deposit is not received within fourteen (14) days of booking, reservations will be cancelled. The deposit is non-refundable unless the reservation is cancelled thirty (30) days in advance of the reservation date. The balance due is payable by check by the owner or lessee at the time the guests arrive.

7.3 Restriction on Number of Guest Suites Rented. No more than two (2) suites can be reserved for the same period by one owner more than thirty (30) days in advance of the reservation.

7.4 Limitation on Rental Period. There is a maximum stay limit of two (2) weeks per guest for reservations between Thanksgiving week and April 30th.

7.5 Limitation on Reservations from February 15th to April 30th. No reservations for February 15th through April 30th may be made before 8am on the first Tuesday after Labor Day of the prior year. The week of Easter cannot be reserved by the same Unit Owner/Lessee for two consecutive years.

7.6 Limitation on Reservations for Thanksgiving and Christmas.

No Reservations for Thanksgiving and the week before and after Christmas may be made before the first business day after January 1st of the same year. This period cannot be

reserved by the same Unit Owner/Lessee for two consecutive years, until February 1st of the same year.

7.7 Liability of Owners and Lessees. Owners and Lessees are responsible for any loss or damage sustained in a guest suite while occupied by their guests or family.

7.8 Number of Occupants. Guest suite A accommodates up to three (3) persons, one of whom must be an adult. Guest Suite B accommodates up to two (2) persons, one of whom must be an adult. Suite C accommodates up to four people, one of whom must be an adult.

7.9 Check-In/Check-Out Times. Guest suite check-in time is 3:00pm and check-out time is 10:00am.

7.10 No Pets ... No Smoking. All guest suites are non-smoking. Pets are not allowed.

7.11 Rates and Maid Service. Rates for the guest suites are determined by the Board and are available from the Manager. No housekeeping service is provided. For an occupancy longer than five (5) days fresh linens/towels will be supplied upon request.

SECTION 8. LANAIS, BALCONIES, TERRACES

8.1 Removal of Furniture. No furniture may be left on an unshuttered balcony when the owner or lessee is absent for more than ten (10) days. If staff is required to remove furniture, the owner will be charged.

8.2 Barbecuing. No grilling or barbecuing on balconies.

8.3 Potential Damage to Lower Balconies. No solid or liquid substances should be dropped from the balcony. Ash or butts from cigars or cigarettes may not be thrown over the balcony railings. No towels, swimsuits, blankets, or any other similar items may be hung over the terraces railing.

8.4 Floor Covering. No carpeting or other porous materials of any kind may be installed over balcony concrete floors exposed to the elements.

8.5 Lighting. Any changes to exterior lighting must be approved by the Manager prior to installation. See Section 11.5 of the Amended and Restated Declaration of Condominium.

8.6 Decorations. No lighted holiday decorations may be placed on the terraces. No decorations may be wrapped or hung over the terraces' railings.

SECTION 9. PARTY ROOM

The Terraces Social Room and its facilities are intended for the social use of the building's residents. They should not be treated as an extension of Owners' units.

9.1 Priority for Use. The Terraces' Association functions have priority over other requests. These facilities may not be used for business or commercial purposes.

9.2 Request for Use. Any request for use of the party room will be handled on a first-request basis. At the time of a request, the Manager is to be informed of the date, time, type of party and number of persons attending. The party room has a limit of sixty (60) persons for a stand-up gathering and forty-eight (48) persons for a sit-down event. Any special requests may require Board approval.

9.3 Other Rules.

- A. Caterers must use the service entry only.
- B. Catered, non-Association parties must use the dishes, silverware, pans, etc. provided by the caterer. The contents of the Terraces Social Room kitchen are for Owners use and Association events only.
- C. When using any of the Terraces kitchen items please return those items promptly.
- D. No Terraces' furniture, dishes, silverware, or linens may be removed from the party room.
- E. A security deposit of \$500.00 is due seven (7) days prior to the party. It will be held by the Manager until the premises have been inspected for damages. The owner or lessee reserving the party room is responsible for all loss and damage.
- F. For social functions, the party room may not be used beyond 11:00pm.
- G. If Terraces housekeeping staff requires more than one (1) hour to return the party room and adjoining common areas to an "as found" condition following any social function, the owners or lessees hosting the function will be charged for additional cleaning time on an hourly basis at a rate determined by General Manager.
- H. Furniture is not to be moved except by the Terraces staff.

SECTION 10. SWIMMING POOL AND HOT TUB

Please report all infractions of the pool rules to the front desk or management office. Residents should not attempt to enforce the rules themselves.

10.1 General Rules.

- A. The swimming pool and hot tub may be used from sunrise to sunset. They are for the enjoyment of all building residents. Please treat this area as public and avoid activities that may be disturbing to others. No professional swimming lessons may take place in the swimming pool.

- B. Children under twelve (12) years of age using the swimming pool must be accompanied by an adult. No pool toys, swimming accessories or similar items may be scattered around the deck.
- C. Persons ill with diarrhea cannot enter the pool. Persons suffering from incontinence, including not toilet trained, must wear swim diapers.
- D. Children under the age of twelve (12) are not allowed in the hot tub.
- E. Children twelve (12) to sixteen (16) may use the hot tub only when accompanied by an adult.
- F. By ordinance, a shower must be taken before entering the pool or hot tub.
- G. Floats, rafts, beach balls, pool toys and similar objects are not permitted in the pool. Life-safety floatation devices are permitted, such as children's arm floats "water rings", used only as a flotation device, not as a toy. Adults and children may use small noodles as a flotation device, not as a toy. Pool wights must be put away at the end of the exercise sessions. Sanctioned aerobic classes are permissible.
- H. Running, horseplay, diving, jumping and other potentially injurious conduct are prohibited in the swimming pool and hot tub areas.
- I. An underlying towel must be put on pool side furniture during use to protect it from oils, lotions, and perspiration. Pool furniture is for use at the pool only and may not be taken from the pool area. Furniture should not be reserved by placing towels or other personal items on chairs and lounges. Furniture may not be placed in a way that obstructs passage through the pool area.
- J. All persons must be properly attired in a cover up and foot covering going to and from the building to the beach and pool areas. A cover up and footwear are mandatory for all persons in any common areas other than the pool and the third-floor deck. Anyone with dripping, wet suits or carrying beach gear must enter the building through 1st floor garage and use the service elevator.
- K. Earphones or ear buds are to be used for all radios and other electronic music devices. Leave the seating areas at the pool or third floor deck when talking on a cell phone.
- L. No food or beverages allowed in the pool or hot tub or on the pool/tup wet deck (within 4') except for commercially packaged water in clear plastic bottles. Please use the provided tables at the East end of the pool for eating. Glassware of any kind is not permitted on the pool deck.
- M. Guests coming to the pool must sign in/out at the front desk upon arrival and departure. All guests must be familiar with and observe the Rules.
- N. No smoking, including electronic smoking, is permitted on the pool deck per Section 22.1 hereof.

10.2 Elevator Usage from Pool and Beach. The 1st floor garage and service elevator should be used when carrying beach gear or wearing wet swimsuits. Footwear is required in all elevators.

SECTION 11. THIRD FLOOR DECK

11.1 Private Parties. The Rules relating to private parties on the third-floor deck are consistent with the private party Rules for the party room. All parties on the third-floor deck must be finished by 10pm.

11.2 Noise. Those using the third-floor deck must be circumspect with respect to the noise level of conversations after 8:00pm. Earphones or ear buds are to be used for all radios or other sound producing devices. When talking on a cell phone, step out of hearing range of others on the deck or nearby lanais.

11.3 Glassware. Glassware is allowed on the third-floor deck.

11.4 Furniture Use.

- A. Third floor deck furniture must remain on the third floor. An underlying towel should be used to protect the chaise lounges and upholstered chairs from wet bathing suits, lotions, and sun oils. Lounge chairs may not be moved away from their designated area.
- B. If leaving the area for an extended period, do not “reserve” the lounges and chairs by placing towels and personal items on them.

11.5 Firepit. The firepit may be used between 5pm and 10pm. When using the firepit, use all precautions recommended for gas-powered devices. Never leave a lit firepit unattended.

- A. Firepit may not be used for cooking of any kind.
- B. No objects may be placed on the firepit or in the fire.
- C. Children under the age of eighteen (18) may only use the firepit when accompanied by an adult.
- D. When using the firepit, be circumspect with respect to the noise level of conversations after 8:00pm.

SECTION 12. EXERCISE ROOM, SAUNA, AND STEAM ROOMS

12.1 Exercise Room Rules.

- A. All persons using these facilities do so at their own risk.
- B. These facilities are not for use by children under the age of sixteen (16) and children under the age of twelve (12) are not allowed in the exercise room.
- C. No food is allowed in this area.
- D. As a courtesy to others, wipe down equipment after use with provided wipes.
- E. Return weights and other movable equipment to their proper places. Do not drop weights on the floor.

12.2 Sauna and Steam Rooms. Use of the sauna and steam rooms is restricted to adults aged eighteen (18) and over. All persons using these facilities do so at their own risk.

SECTION 13. ELEVATORS AND CARTS

13.1 Service Elevator.

- A. The service elevator is to be used for transporting items that could damage the passenger elevators, including but not limited to luggage carts and grocery carts, bicycles, dollies, golf clubs, plants and pets that do not exhibit good behavior toward other pets or humans. All delivery personnel, service providers and contractors must use the service elevator.
- B. The Manager must be contacted to reserve the service elevator for any move-in/move-outs and furniture, appliance, or carpet deliveries. This allows protective runners to be placed over the hallway carpets. A security deposit is required.
- C. No deliveries or furniture moving is allowed on weekends, during Thanksgiving week or the week prior to and after Christmas day. In emergency situations, permission may be granted by the Manager for deliveries.

13.2 Passenger Elevators.

- A. Passenger elevators are for residents, their guests, and visitors.
- B. Passenger elevators may not be used by persons wearing wet clothing and/or footwear; to transport unpacked food, beach chairs or any bulky items as specified in 13.1.A above.
- C. A pet must be carried in their owner`s arms or be leashed. Pets using the passenger elevator must exhibit good behavior as defined in section 18.2.A.

13.3 Carts.

- A. All grocery and luggage carts are marked with stickers indicating their designated storage area (G1 or G2). Grocery and luggage carts are provided to assist residents and guests in transporting items to and from units. When using carts, use the service elevator.
- B. Immediately after use, carts must be returned to their designated storage area indicated on the sticker. Do not leave them in trash rooms, hallways, or elevators.
- C. The grocery and luggage carts are not to be removed from the interior of the building.
- D. The carts are not to be used by contractors or service personnel.

SECTION 14. GARBAGE, WASTE MATERIAL, AND RECYCLE POLICY

14.1 Garbage Disposals. The garbage disposal in each unit is to be used for soft garbage only. After activating the disposal and turning on either hot or cold water, small amounts of the garbage should be fed into the disposal. Ample water should be used.

14.2 Dry Waste. Heavy duty bags tied securely must be used for disposal of all forms of dry waste. They are to be discarded in the trash chute located on each floor to the left of the service elevator.

14.3 Recycle Policy. Containers are provided in the trash rooms for recycling plastic, glass,

aluminum, and paper. For complete information on recyclables materials see the City of Naples Recycle Program webpage. Larger boxes and packing materials should be taken to the first-floor trash compactor room.

14.4 Bulky Trash Disposal. Bulky trash items (such as furniture) may not be placed at the curb in front the building for any reason, including for city pick up. Residents must arrange for pickup of all bulky items directly from the unit. Residents wishing to place small items for donation in the compactor room must notify the front desk before bringing the items down. Items can be left in the compactor room for no longer than 24 hours. All items remaining in the compactor room after 24 hours must be brought by the resident back to the unit and disposed of directly from the unit.

SECTION 15. PARKING

15.1 Resident Parking.

- A. Parking spaces have been assigned for the exclusive use of specific units and are indivisible from that unit. They cannot be leased and may be “sold” only as an indivisible part of the sale of the unit.
- B. A unit owner may allow another owner to temporarily use his or her parking space. Permission for this use must be submitted in writing to the Manager.
- C. No commercial vehicle may be parked overnight in the garages, parking lots or ramp area.
- D. Residents who leave vehicles while they are absent from The Terraces must provide a set of keys to the front desk.
- E. Owners who lease units must make their assigned parking space available for the lessees’ use and are not allowed to park on The Terraces’ property for the duration of the lease except with prior approval by Management and only when necessary to preserve or protect their Unit.
- F. Assigned parking spaces may be used to park only passenger cars and SUVs. Pick-up trucks, extended vans and panel trucks are prohibited from entry to the garages.

15.2 Short Term Guest Parking. Short term guest parking on the upper ramp level is for guests and visitors only. Short term parking is restricted to passenger vehicles. Extended vans, limousines, pick-up trucks, or other oversized vehicles are not allowed to park in the short-term parking spaces.

- A. Guests, as defined in these Rules, who arrive after 9pm may park overnight but must move their vehicle to another parking area by 8am the following morning.
- B. Residents, as defined in these Rules, may park in the short-term parking for no longer than 30 minutes.

15.3 Additional Parking Restrictions.

- A. Commercial vehicles not exceeding 16’ in length should park in the north service lot and may not park on the east side of the building. Box trucks and extra-long pickup trucks

and/or vans larger than 16' may enter the north service for loading/offloading at the service entrance but may not park anywhere on the Terraces property.

- B. Boats, trailers, and motor homes are not permitted to be parked on Terraces' property.
- C. No vehicle parked outside may be covered with a protective canvas or other cover.
- D. Owners may install at their own expense a 110v outlet near their limited common element assigned parking to trickle-charge their vehicle. Charging of electric cars through the use of common 110v outlets on the Terraces property is prohibited. Owners seeking to install an outlet shall be required to obtain written approval of the Association, which may be conditioned on the Owner's agreement and compliance with requirements adopted by the Board from time to time.

SECTION 16. CONVENTIONAL BICYCLES AND PERSONAL ELECTRIC MOBILITY DEVICES SUCH AS E-BIKES AND E-SCOOTERS.

To establish orderly parking conditions and to ensure fire safety of the building and its residents through raising awareness of the importance of safety practices and high quality of equipment, the Board has established the following requirements for all **conventional bicycles (bikes)** and personal electric mobility devices, such as **e-bikes and e-scooters (e-bikes/e-scooters)**. In case of repeated violations of these requirements, the Board may prohibit an Owner to keep an e-bike/e-scooter in the building or use common bike-racks.

16.1 General Requirements and Restrictions.

- A. No e-bikes/e-scooters, rented or owned, are allowed in the building, except for those present in the building before May 18, 2023.
- B. All bikes and e-bikes/e-scooters, regardless of their storage location in the building, must be registered with the manager's office and display assigned identification (tags or stickers)
- C. Owners of existing e-bikes/e-scooters are encouraged to ensure their e-bikes/e-scooters meet the following standards: UL2849 – for e-bikes, UL2272 – for e-scooters, UL2271 – for e-batteries. The owners are strongly encouraged to remove from the building all e-bicycles which do not meet these UL standards.
- D. All owners of e-bikes/e-scooters should follow manufacturer recommendations on charging, operation, and storage; perform regular service and maintenance, promptly remove from the building any damaged or otherwise compromised e-bikes/e-scooters and/or e-bike batteries; do not allow others to operate your e-bike/e-scooter.

16.2 Bike Parking. The Terraces provides racks located in both garages for conventional bikes storage and a designated area for e-bike and e-scooter storage in G1.

- A. All bikes parked in garages must be attached to or be placed on the bicycle racks. Parking in any other places is not permitted. Conventional bikes may not be stored in the spaces designated for e-bikes/e-scooters.

- B. All e-bikes/e-scooters and their detachable batteries must be stored in a designated e-bike parking area in G1. Parking/storage of e-bikes/e-scooters in other areas of the building, including storage lockers and units, is prohibited.
- C. Each unit may store no more than two bikes (including e-bikes/e-scooters) on the common racks.
- D. The bike racks are for bike storage only. No scooters (except e-scooters in a designated e-bike parking area in G1), air pumps, bike helmets, baskets or other items may be left near the racks.
- E. All bikes, e-bikes/e-scooters stored on the racks must be in good working condition. All bike covers must be securely attached to the bike.
- F. Residents who leave bikes, e-bikes/e-scooters on the common racks while away from the Terraces must provide a lock key or lock code to the office or front desk.
- G. Any items/bikes/e-bikes/e-scooters in violation of these provisions may be removed and disposed of by the staff without notice to Unit Owner.

SECTION 17. BEACH STORAGE ROOMS

17.1 General Rules.

- A. Beach storage rooms are for beach chairs, umbrellas, and beach carts only. Beach carts must be unloaded, collapsed, and stored on the side. The center area of the beach storage rooms must be clear. No fishing gear, noodles or other pool/beach toys and swimming accessories may be stored in the beach storage rooms or anywhere else on common property.
- B. All beach chairs/umbrellas/carts must be in good condition and be clearly marked with unit number and residents' last name.
- C. Each unit may store no more than four (4) chairs, two (2) umbrellas and one (1) cart in the beach storage rooms.

SECTION 18. KAYAKS AND PADDLEBOARDS

18.1 General Provisions. Kayaks and/or paddleboards (equipment) may be stored only on the association kayak rack located on the north-west corner of the building. The kayak rack spaces are limited and must be rented by signing a Kayak/Paddleboard Storage Space Agreement and Liability Waiver available at the management office. The rental terms and fees are established by the Board of Directors. No kayaks or SUPs may be brought inside the building under any circumstances for any reason. The Association is not responsible for any damage, injury and/or theft relating to kayak/paddleboard storage and use.

- A. Due to limited number of spaces on the rack, each unit is allowed to rent only one space. In case there are available spaces and no other requests to rent then the same unit may apply to rent more than one space on the kayak rack.
- B. All kayaks and paddleboards stored on the association rack are required to have a waterproof sticker and be securely attached to the rack with a cable and lock approved by

the Manager. The Resident must provide the Association with a spare key, or a lock combination of the lock used.

- C. A single space can accommodate only one piece of equipment, no stacking is allowed. No other items, including but not limited to life vests, oars, storage bags etc. can be stored on the rack.
- D. Kayak rack access is allowed only from Dawn to Dusk. Users shall make their best effort to minimize noise when in the kayak rack area. All equipment must be carried to and from the kayak rack. No dragging of the equipment over the grass or paved areas is allowed.
- E. All equipment must be rinsed off prior to being placed on the rack. Users shall exercise extreme care not to damage the surrounding plants and property.

18.2 Additional Restrictions. If it becomes necessary to remove and store kayaks and/or paddleboards in the event of severe weather, a \$100 non-refundable fee will be charged. You may opt out of this service by removing your kayak and/or paddleboard to your off-site storage.

SECTION 19. PETS

19.1 General Rights and Restrictions. Owners may have one small pet, measuring no more than seventeen (17) inches in height or twenty-five (25) pounds. No pets under one year of age are permitted.

- A. The ability to keep a pet in the Terraces building is a privilege, not a right, and can be revoked by the Board of Directors.
- B. Only one pet is allowed in any unit at one time. All pets in the building must meet all the requirements of Section 12.4 of the Declaration.
- C. Only pets belonging to the unit owner or unit owner's immediate family member (parent, child, grandchild, grandparent, or sibling) are allowed to stay in units overnight. Overnight family members' pets are allowed in the units only if the unit owner is in residence. The unit owner may not have a guest suite reservation for any duration contemporaneously with a visit of their family member's pet.
- D. The Manager must be notified in writing at least forty-eight (48) hours before the arrival of the family member's pet by the unit owner. A completed pet registration form must be provided to the manager at the time of notice confirming the pet owners have received and read the Terraces pet rules. It is the responsibility of the unit owner to supply their guests with the Pet Rules and ensure their guests comply with the Rules. A copy of the Pet Rules and Pet Registration form are available on the Terraces website or upon a request from the manager's office.
- E. All pets must be checked in by the front desk attendant upon initial arrival. This information is important in case of a fire emergency. Failure to check in and/or register a pet may result in loss of the privilege to keep a pet.

19.2 Additional Pet Restrictions.

- A. A pet must be carried in their owner's arms or be leashed and under the control of their owner when on condominium property outside their unit. All pets not yet housebroken, must be carried in their owner's arms through the indoor areas of the

building. Pets are expected to exhibit good behavior, i.e., no growling, barking, biting, scratching, or causing damage to person or property.

B. Owners should not allow pets to relieve themselves on the Terraces property (except during episodes of inclement weather). Naples ordinances and the Rules require dog and cat excrement to be picked up. Please place excrement in the container provided along the dog boardwalk on the north side of the building or in containers provided by the city. Do not place excrement in any trash containers in the Terraces building.

C. Pets are not permitted in the pool area, on the third-floor deck, in guest suites, party room, library, and exercise room. Commons W allows dogs on their property. Owners bringing their pets to Commons W must use the north parking lot gate and carry the pet in their arms through the Terraces grounds.

D. Pets should enter and exit via the 1st floor door and ramp at the north end of the building or via the garage doors.

E. In consideration of your neighbors, dogs are not allowed to bark on balconies or create other disturbances.

F. Accidents happen. For protection of carpeting, please notify front desk immediately so staff can clean accident area with proper cleaning materials.

SECTION 20. STAFF

20.1 Complaints. Complaints against employees must be in writing, addressed and delivered to the Manager or the Board of Directors. No employee shall be personally confronted, directed, or reprimanded by any resident.

20.2 Personal Services. Employees may not perform any personal services during working hours. Compensation for personal services performed by an employee outside of normal hours at the request of a resident should be paid directly to the employee by the resident.

SECTION 21. HALLWAYS

21.1 Obstructions. Hallways are to be kept clean and free from debris, grocery and luggage carts, strollers, baby carriages, bicycles, bicycle carts, mats, footwear, and other obstacles pursuant to Naples Fire Code.

21.2 Spills and Soiling. Any spill on the hallway carpet should be immediately reported to the front desk so staff can clean with proper cleaning materials. Do not attempt to clean the area yourself.

21.3 Hallway Lights. Light bulbs in the hallway fixtures are to be replaced by the staff to ensure compliance with Naples' ordinances that dictate the required lumen level.

21.4 Unit Entry Doors. Owners may not leave their unit entry doors open into the hallway other than for entering and leaving the unit. No installations resulting in penetration of the exterior door surface, such as door knockers, hooks, etc., are permitted.

21.5 Holiday Decorations. No holiday decorations may be placed by unit entries or on the furniture in the elevator lobbies. Owners may place temporary hanging decorations on their unit doors.

SECTION 22. CONSTRUCTION, MOVING IN/OUT, DELIVERIES AND SERVICE PROVIDERS

22.1 General Rules.

- A. Contractors, trades people, service providers or delivery personnel are permitted in the Terraces Monday through Friday, between 8am and 5pm. Except for emergencies, no work is permitted on weekends and national holidays during the week of Thanksgiving and the week prior to and immediately following Christmas Day. Housekeepers are permitted during the week of Thanksgiving and the week prior to and following Christmas.
- B. All contractors, vendors, trades people and delivery companies are required to provide their insurance certificates with minimum liability insurance of \$1m/2m and minimum workers compensation of \$500,000. Residents are responsible to ensure the office receives the insurance certificates prior to work start.
- C. All contractors, and service providers must park in the north parking lot and use the service entrance of the north side of the building. They must also sign in at the front desk upon arrival and sign out on departure. They are to use the service elevator only.
- D. Residents must inform all service providers that they are required to follow the “Worker’s Rules” posted at the 1st floor service elevator and available at the front desk.

22.2 Deliveries/ Moving in and out. For all service providers requiring the use of wheeled devices, such as dollies and carts, the front desk attendant must be notified by the resident or representative at least one business day in advance to allow the Terraces staff to place runners on the carpeting and coordinate the availability of the service elevator.

22.3 Construction Work.

- A. Prior to any construction work, Owner must submit to the Manager a complete application form and a security deposit in the amount established by the Board. No application is required for painting, wallpapering, or carpeting; however, the Building Manager should be notified at least five business days in advance for scheduling purposes. No entry to the building will be permitted for unapproved projects. All projects requiring an application must be approved in writing before commencement of work.
- B. Contractors must meet with the Manager prior to commencing work in any unit. A written scope of work and a list of all sub-contractors to be used must be provided. All contractors and sub-contractors must be appropriately licensed and must provide insurance

certificates for liability and workers' compensation insurance in amounts specified in 21.1.B and with the Terraces named as an additional insured on the liability policy.

- C. Certain aspects of remodeling, including demolition, use of chipping hammers, tile removing equipment, loud cutting equipment, ramset fasteners, nail guns, loud grinding equipment, hammer drills or concrete drilling are not permitted from January 1 to April 15th or the Tuesday after Easter, whichever is later. Painting, wallpapering, carpet replacement and other quiet work, as well as installation of window treatments, and similar types of projects not requiring extended drilling time are permitted during this time with the Manager's approval.
- D. All work involving extended excessive noise, such as concrete chipping, drilling, tile removal or other type of structural borne noise, requires a noise notice posted by the Manager's office twenty-four hours in advance.

22.4 Floor Underlayment. To provide sufficient sound proofing, installation of any hard flooring requires a soundproofing underlayment of Proflex MSC 90 or an equivalent product and must be approved by the manager in writing prior to installation.

22.5 Solar Window Film. Solar window film is required on all windows and fixed and sliding glass doors within the Unit. Any changes to the solar window film require the advance written approval of the manager.

22.6 Hurricane Shutters. Hurricane Shutters must be white in color and installed in accordance with all applicable building codes.

SECTION 23. SMOKING REGULATIONS

23.1 Prohibition. Smoking, including electronic smoking, is prohibited within the confines of the Terraces building, including the garage but excluding owners' units. Smoking is also prohibited on the 3rd floor deck and on the pool deck. Smoking is only permitted within units and on the units' lanais. Owners must ensure the unit entry door and air conditioning closet door provide sufficient insulation not to allow any smoke to permeate the hallway. Smoking materials are to be extinguished in designated containers at some building entrances. No smoking material should ever be disposed of in trash containers within the building.

SECTION 24. HURRICANE SAFETY AND PREPAREDNESS

24.1 Hurricane Season. Hurricane season is from June 1st till November 30th.

24.2 Owner Responsibilities. Owners are responsible for securing their Unit and property, such as vehicles, bikes and/or e-bikes and e-scooters, patio furniture, appliances and all other contents of their Unit. If any Guests occupy the Unit during a hurricane season, the Owner is responsible for making them aware of the Terraces Rules and Regulations including this Section.

- A. **Hurricane Shutters** must be in good working condition.

- B. Refrigerator / Freezer.** Occupants leaving the Unit for over 7 (seven) days during hurricane season or evacuating due to a possible hurricane should prepare their refrigerator and freezer for the possibility of a prolonged power outage.
- a. **Freezer** must be emptied completely of all contents, except for securely bottled liquids and/or ice packs. Ice maker should be turned off and the ice tray emptied.
 - b. **Refrigerator** must be clear of dairy products, meat, poultry, fish, cheese, milk alternatives, fresh fruit and vegetables, and cooked leftovers.
 - c. **\$100 Charge.** If the staff has to remove any of the above items in case of a prolonged power outage, the Owner will be charged \$100.

24.3 Unit Checks by Staff. The staff will perform a pre- and post-storm checks of all Units. If Unit Owner has home watch service arranged to check and prepare the Unit for a hurricane, they must notify the management office in writing prior to a hurricane of the person's / company's name to ensure their access to unit and avoid the \$100 charge. Notwithstanding the above, the Unit Owner is at all times responsible to inspect, maintain and prepare the Unit. Because of the uncertainties and unknown conditions associated with hurricane preparation and response, Unit Owners shall not rely on the Association as a guarantor of safety or security or preservation of the Unit and the Association may, at its sole election, forego any unit checks.

24.4 Mandatory Evacuation Notice. If a mandatory evacuation notice is issued by local authorities and by the Board, all residents are expected to leave the building. New Guests, who are not already in the building at the time of a Mandatory Evacuation Notice, will not be permitted to come and stay in the building. The Association shall be immune from liability or injury to persons or property arising from a failure or refusal to evacuate.

A. Services in the Building. Owners who decide to stay in the building should not expect individual assistance from the staff as they will be occupied preparing and securing the association property as well as tending to their own property and family. Collier County Emergency Service will be suspended until it is deemed safe to first responders. Prolonged interruptions in power and domestic water supply, shutdown of the elevators, trash chute, air-conditioning etc. are highly likely.

B. Guest Suites. Any Guests occupying a Guest Suite must vacate their suite and remove their belongings immediately after a mandatory evacuation notice is issued. A refund will be issued for the unused days. The Guest Suites will be used to accommodate the on-call staff.

SECTION 25. ENFORCEMENT OF RULES

24.1 Enforcement of Rules. The Board of Directors has delegated to the Manager the responsibility for the enforcement of these Rules. Please report all noticed infractions to the front desk or management office. Residents should not attempt to enforce the Rules themselves. If remedial action is necessary, the matter shall be referred to the Board. The Board may proceed in accordance with Section 19 of the Declaration of Condominium, Section 8 of the Amended and Restated Bylaws, and the Florida Condominium Act to enforce the Rules. Fines and assessment

of attorneys' fees may be levied in accordance with Section 8.1 of the Bylaws and Section 19.4 of the Declaration.

The means available to the association to enforce compliancy of the provisions of the Declaration, the Bylaws, and the Rules include suspension of the right of a unit owner, owner's tenant, guest, or invitee to use common elements and facilities, fines of up to \$100 per violation and up to a \$1000.00 in the aggregate, and possible injunctive and other equitable relief with the Florida Department of Business and Professional Regulation and/or the Collier County court system.